

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

FILED
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LINDA FLINT EDGE,
Plaintiff,

v.

NORFOLK FINANCIAL CORPORATION
and DANIEL W. GOLDSTONE,
Defendants.

CIVIL ACTION NO. 04-12134 DPW

NOV 23 P 5 45

U.S. DISTRICT COURT
DISTRICT OF MASS

AFFIDAVIT OF DANIEL W. GOLDSTONE

I, Daniel W. Goldstone, hereby depose under oath and state as follows:

1. I am an attorney in good standing admitted to practice before the Bar of the Commonwealth of Massachusetts. I am the principal officer and director of the defendant Norfolk Financial Corporation.
2. Norfolk purchased from Provident Bank a certain credit card account issued to the plaintiff Linda Edge a/k/a Linda Flint Edge. Norfolk sent letters to the plaintiff concerning the account on September 3, October 14 and 21, and December 4, 2003.
3. Norfolk filed suit on the account in the Boston Municipal Court on October 21, 2004. At that time, the account was in arrears in the amount of \$1,664.70. The plaintiff did not answer and did not assert a counterclaim. She raised no issues as to the correspondence from Norfolk or the amount of Norfolk's claim.
4. The case was set for trial on January 8, 2004. The plaintiff appeared without counsel and asked to settle the account. Counsel for Norfolk offered to discount the amount of the debt if the plaintiff agreed to pay \$1,089.99 on or before March 1, 2004. The plaintiff agreed and entered into a written Agreement for Judgment pursuant to which she would settle the matter

by paying \$1,080.99 on or before March 1, 2004. Also, judgment entered on Norfolk's complaint in the amount of \$1,704.20.

5. The plaintiff never paid the \$1,080.99.

6. The plaintiff never paid the \$1,704.20 judgment.

7. The plaintiff did not appeal.

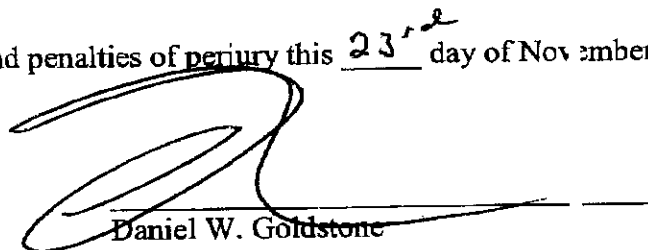
8. The Court issued an execution in the amount of \$1,704.20 on January 29, 2004.

9. On March 1, 2004, the plaintiff called Norfolk, said she could not pay the agreed settlement amount, but promised to pay \$40 monthly until the judgment was paid in full. She made no such payments.

10. The plaintiff never disputed her liability or her obligation to pay, and she never suggested in any way that she considered the correspondence from Norfolk misleading or otherwise problematic.

11. The plaintiff's account remains in arrears. The Boston Municipal Court judgment remains outstanding and unsatisfied.

Signed and sworn under the pains and penalties of perjury this 23rd day of November, 2004.



Daniel W. Goldstone